

EXHIBIT "C"

CODE OF BY-LAWS

OF

EAGLE'S CREST CONDOMINIUM OWNERS' ASSOCIATION, INC.

ARTICLE I

Identification

Section 1. Name. The name of the Association is the Eagle's Crest Condominium Owners' Association, Inc. (hereinafter referred to as the "Association").

Section 2. Principal Office and Resident Agent. The post-office address of the principal office of the Association is 1030 Merchants Plaza, East Tower, Indianapolis, Indiana 46204; and the name and post-office address of its Resident Agent in charge of such office is John W. Van Buskirk, 1030 Merchants Plaza, East Tower, Indianapolis, Indiana 46204.

Section 3. Fiscal Year. The fiscal year of the Association shall begin at the beginning of the first day of January in each year and end at the close of the last day of December next succeeding.

ARTICLE II

Association Members

Section 1. Membership. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 2. Place of Meeting. All meetings of the members of the Association shall be held on the Property, or at such other reasonable place as may be determined by the Board of Directors and specified in the notices or waivers of notice thereof or proxies to represent members at such meetings.

Section 3. Annual Meetings. The initial meeting of the voting Members shall be held upon ten (10) days' written notice given by Declarant. Such written notice may be given at any time after at least 75% of the Condominium Units are

occupied by Owners, but must be given not later than thirty (30) days after 90% of the Condominium Units are occupied by Owners or twenty-four (24) months from the date hereof, whichever first occurs. The formation of the Association by Declarant shall not require Declarant to call the initial meeting of the voting Members any earlier than provided in the preceding sentence. Thereafter, there shall be an annual meeting of the voting members on the first Tuesday of October following such initial meeting, and on the first Tuesday of October of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting Members not less than ten (10) days prior to the date fixed for said meeting.

Section 4. Special Meetings. Special meetings of the members may be called at any time for the purpose of considering matters which require the approval of all or some of the voting Members, or for any other reasonable purpose. Any such Special Meeting shall be called by written notice, authorized by a majority of the Board, or by the voting Members having one-fourth (1/4) of the total votes, and delivered not less than ten (10) days prior to the date fixed for such meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. ®

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of a meeting and, in case of a special meeting, the purpose or purposes for which such meeting is called shall be delivered or mailed by the Secretary of the Association to each member of record of the Association entitled to vote at the meeting, at such address as appears on the records of the Association, at least ten (10) days before the date of the meeting. Notice of any meeting of the members may be waived in writing by any Member if the waiver sets forth in reasonable detail the purpose or purposes for which the meeting is called and the time and place thereof. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 6. Voting at Meetings.

(a) Voting Rights. There shall be one person with respect to each Condominium Unit who shall be entitled to vote at any meeting of the Members. Such person shall be known as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the Owners of a Condominium Unit, or may be some person designated by such Owner or Owners.

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to act as proxy on his or their behalf and who need not be an Owner. Any or all of such Voting Members may be present at any meeting of the Voting Members and may vote or take any action as a Voting Member, either in person or by proxy. The total number of votes of all Voting Members shall be one hundred (100), and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in the Common Areas and Facilities applicable to his or their Condominium Unit as set forth in Exhibit "B" attached to the Declaration. Declarant (or its nominee) may exercise the voting rights with respect to any Condominium Unit owned by it.

(b) Proxies. A Voting Member is entitled to vote either in person or by proxy, executed in writing by such Voting Member or by his or her duly authorized attorney-in-fact and delivered to the Secretary of the meeting. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the scheduled time of the meeting. In any meeting of the Voting Members called for the purpose of electing Members of the Board of Directors of the Association each Voting Member shall be permitted to cast the number of votes to which he is entitled, as hereinabove set forth, for each Member of the Board of Directors of the Association to be elected at such meeting.

(c) Quorum and Adjournments. The presence in person or by proxy of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meetings. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting, even though less than a quorum is present.

Section 7. List of Voting Members. At least five (5) days before each meeting of Voting Members, the Secretary shall prepare or cause to be prepared a complete list of the Voting Members of the Association entitled to vote at such meeting arranged in alphabetical order with the address and number of votes entitled to be cast by each. Such list shall be on file

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in the principal office of the Association and shall be subject to inspection by any record Voting Member. The original or duplicate membership register shall be the only evidence as to the persons who are entitled as Voting Members to examine such lists, or to vote at such meeting.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Voting Members may be taken without a meeting, if prior to such action, a written consent thereto, setting forth the action so taken, is signed by all the Voting Members entitled to vote with respect to the subject matter thereof, and such written consent is filed with the minutes of the proceedings of the Voting Members. Such consent shall have the same effect as a unanimous vote of the Voting Members.

### ARTICLE III

#### Board of Directors

Section 1. Number, Term of Office and Qualifications. The Board of Directors shall consist of three (3) Owners, all of whom must reside on the Property except for the Board Members nominated or designated by Declarant. The terms of at least one-third (1/3) of the members of the Board shall expire annually. Directors shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes. The Board shall be elected by the Voting Members at their annual meeting and shall hold office until the next ensuing annual meeting of the Voting Members or until their successors have been duly elected and qualified. If a member of the Board of Directors shall cease to meet any qualification herein required for a member of the Board, such member shall thereupon cease to be a member of the Board and his place on the Board shall be deemed vacant. The Voting Members may remove any member of the Board with or without cause, and elect a successor at a meeting of the Voting Members called expressly for such purpose.

Section 2. Vacancies. Vacancies occurring in the membership of the Board of Directors caused by resignation, death or other incapacity, or increase in the number of members of the Board shall be filled by a majority vote of the remaining members of the Board, and each member so elected shall serve until the next meeting of the Voting Members, or until his successor shall have been duly elected and qualified. Notice specifying any increase in the number of members of the Board and the name, address and principal

occupation of and other pertinent information about any member elected to fill any vacancy shall be given in the next mailing sent to the Voting Members after such increase or election.

Section 3. Annual Meetings. The Board of Directors shall meet annually, without notice, immediately following and at the same place as, the annual meeting of the Voting Members.

Section 4. Regular Meetings. Regular meetings shall be held at such times and places, either within or without the State of Indiana, as may be determined by the President or Board of Directors.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by two (2) or more members of the Board, at any place within or without the State of Indiana, upon twenty-four (24) hours' notice specifying the time, place and general purposes of the meeting, given to each personally, by telephone or telegraph; or notice may be given by mail if mailed at least three (3) days before such meeting.

Section 6. Waiver of Notice. Any member of the Board of Directors may waive notice of any meeting in writing. Attendance by a member at any meeting shall constitute a waiver of notice of such meeting.

Section 7. Quorum. A majority of the entire Board of Directors then qualified and acting shall constitute a quorum and be sufficient for the transaction of any business, except for filling of vacancies in the Board of Directors which shall require action by a majority of the remaining members of the Board. Any act of the majority of the members of the Board present at a meeting at which a quorum shall be present shall be the act of the Board unless otherwise provided for by law or by these By-Laws. A majority of the Members present may adjourn any meeting from time to time. Notice of an adjourned meeting need not be given other than by announcement at the time of adjournment.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting, if prior to such action, a written consent thereto is signed by all the members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of the proceedings of the Board.

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ARTICLE IV

Officers

Section 1. Number of Officers. The officers of the Association shall consist of a President, a Secretary, a Treasurer and such officers or assistant officers as the Board shall from time to time create and so elect. Any two (2) or more offices may be held by the same person, except that the duties of the President and the Secretary shall not be performed by the same person. The President shall be chosen from among the Members of the Board. Officers shall serve without compensation unless such compensation is approved by the Voting Members holding a majority of the total votes.

Section 2. Election and Terms. Each officer shall be elected by the Board of Directors at the annual meeting thereof and shall hold office until the next annual meeting of the Board or until his successor shall have been elected and qualified or until his death, resignation or removal. Any officer may be removed at any time, with or without cause, by vote of a majority of the whole Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed; provided, however, that election of an officer shall not of itself create contract rights.

Section 3. Vacancies. Whenever any vacancy shall occur in any office by death, resignation, increase in the number of officers of the Association, or otherwise, the same shall be filled by the Board of Directors, and the officer so elected shall hold office until the next annual meeting of the Board or until his or her successor is duly elected or appointed.

Section 4. President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the Voting Members and of the Board of Directors; shall have general and active supervision, control and management of the affairs and business of the Association, subject to the orders and resolutions of the Board; shall have general supervision and direction of all officers, agents and employees of the Association; shall see that all orders and resolutions of the Board are carried into effect; and in general shall exercise all powers and perform all duties incident to such office and such other powers and duties as may from time to time be assigned to him by the Board.

The President shall have full authority to execute proxies in behalf of the Association, to execute, with the Secretary, powers of attorney appointing other associations,

corporations, partnerships, or individuals the agent of the Association, all subject to the provisions of The Indiana Horizontal Property Act, as amended, the Declaration and this Code of By-Laws.

Section 5. Secretary. The Secretary shall attend all meetings of the Board and of the Voting Members and shall act as Secretary at such meetings; shall give or cause to be given all notices provided for in these By-Laws or required by law; shall record all votes and the minutes of all proceedings of the meetings of the Voting Members and the Board in a book or books to be kept for that purpose and wherein resolutions shall be recorded; shall be custodian of the records of the Association; and, in general, shall exercise all powers and perform all duties as may be from time to time assigned to him or her by the Board or by the President.

Section 6. Treasurer. The Treasurer shall keep correct and complete financial records and books of account showing accurately at all times the financial condition of the Association; shall be the custodian of the Association Funds; shall immediately deposit, in the name and to the credit of the Association all monies and other valuable effects of the Association in such depositories as may be designated by the Board of Directors; shall disburse the funds of the Association as may be ordered by the Board or by the President; and in general shall exercise all powers, perform all duties customarily incident to such office and such other powers and duties as may from time to time be assigned to him by the Board or by the President.

# CHICAGO TITLE

## ARTICLE V

### Books and Records

Section 1. Books and Records, in General. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures effecting the Common Areas and Facilities, specifying and itemizing the maintenance and repair expenses of the Common Areas and Facilities and other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due

and owing from such Owner, and such amount shall be binding upon the Board and the Association, and any mortgagee or grantee of such Owner furnished with such statement shall not be liable for, and the Condominium Unit of such Owner shall not be conveyed subject to a lien for, any unpaid assessment in excess of the amount set forth in such statement. Any mortgagee of any Condominium Unit who wishes to participate in any decision or consent in which it is entitled to participate by reason of the Declaration or these By-Laws shall provide the Secretary of the Board with its name and address and the Condominium Unit on which it holds a mortgage so that it may be notified of any such pending decision or consent and participate therein. Failure to so notify the Board shall constitute waiver by any such mortgagee of the right to participate in such decision or consent.

#### ARTICLE VI

##### Administration

Section 1. Board of Directors; Association. The direction and administration of the Property shall be vested in the Board of Directors ("Board"). The Owners, as described in the Declaration and in these By-Laws, shall elect the Board subject to any subsequent incorporation as provided in Article X of the Declaration of Condominium Ownership duly recorded herewith. Notwithstanding any other provisions herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board are so imposed with the express understanding that the Board is the governing body and agent of the Owners and the Association.

Section 2. Determination of Board to be Binding. Notwithstanding that the words "Board" and "Association" may in some instances be used interchangeably in various sections of these By-Laws or the Declaration, matters of dispute or agreement between Owners relating to the Property or with respect to interpretation or application of the provisions of the Declaration or these By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Owners.

Section 3. General Powers of the Board. The Board shall have the following general powers and duties:

(a) To elect the officers of the Association as hereinabove provided;

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(b) To administer the affairs of the Association and the Property;

(c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Areas and Facilities thereof for all of the Owners, upon such terms and for such compensation and with such authority as the Board may approve (subject to Section 6 of this Article);

(d) To formulate policies for the administration, management and operation of the Property and the Common Areas and Facilities thereof;

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Areas and Facilities and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair and replacement of the Common Areas and Facilities and payments therefor, and to approve payment vouchers or to delegate such approval to the officers of the manager or managing agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Areas and Facilities and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as hereinafter provided;

(i) To comply with the instructions of a majority of the Owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Owners; and

(j) To exercise all other powers and duties of the Board of Directors or Owners as a group referred to in the Indiana Horizontal Properties Act ("Act").

and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws.

Section 4. Specific Powers of the Board. The Board, for the benefit of the Board, the Association and all Owners, shall provide and shall pay for out of the maintenance fund hereinafter provided, the following:

(a) Utility Service for Common Areas and Facilities. Waste, water removal, electricity, and telephone, heat, power and other necessary utility services for the Common Areas and Facilities (and, if not separately metered or charged, for the Condominium Units);

(b) Casualty Insurance. Insurance for the Property against loss or damage by fire and those perils contained in extended coverage, vandalism and malicious mischief endorsements and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Areas and Facilities and the Condominium Units in accordance with Article VIII of the Declaration. Premiums for such insurance shall be common expenses. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Board as trustees for each of the Owners and their respective mortgagees in their respective percentages of ownership interest in the Common Areas and Facilities as established in Exhibit "B" to the Declaration. The Board may engage the services of any bank or trust company authorized to do trust business in Indiana to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and the Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Condominium Unit so destroyed.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Buildings, or shall be otherwise disposed of, in accordance with the provisions of the Declaration and the Act; and the

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rights of the mortgagee of any Condominium Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds to reconstruction of a Building. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the Company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee;

(c) Liability Insurance. Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, Declarant, the manager and managing agent of the Buildings, if any, and their respective employees and agents, from liability in connection with the Common Areas and the streets and sidewalks adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses;

(d) Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws;

(e) Wages and Fees for Services. The services of any person or firm employed by the Board, including, without limitation the services of a person or firm to act as manager or as managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of the Declaration and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Areas and Facilities. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Areas and such furnishings and equipment for the Common Areas and Facilities as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Areas.

(g) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium project or for the enforcement of the Declaration;

(h) Certain Maintenance of Condominium Units. Maintenance and repair of any Condominium Unit as provided in the Declaration, and maintenance and repair of any Condominium Unit if such maintenance or repair is necessary in the discretion of the Board to protect the Common Areas or any portion of a Building and the Owner or Owners of said Condominium Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair. The Board or its agents may enter any Condominium Unit when necessary in connection with any maintenance or construction for which the Board or Association is responsible; any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund. The Board or its agents may enter any Condominium Unit when necessary in connection with any maintenance or construction for which the Board or Association is responsible; any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund. The Board reserves the right to retain a pass key to each Condominium Unit, and no locks or other devices shall be placed on the doors to the Condominium Units to obstruct entry through the use of such pass key. In the event of any emergency originating in, or threatening, any Condominium Unit,

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or in the event of the Owner's absence from the Condominium Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board may enter the Condominium Units immediately, whether the Owner is present or not.

(i) Capital Additions and Improvements. The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Areas, subject to all the provisions of the Declaration) having a total cost in excess of Seventy-Five Thousand Dollars (\$75,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring an expenditure in excess of Seventy-Five Thousand Dollars (\$75,000.00), without in each case the prior approval of the Voting Members holding a majority of the total votes.

(j) Certain Utility Services to Condominium Units. The Board may pay from the maintenance fund for water, taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

Section 5. Vouchers. All vouchers for payment of expenditures by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

Section 6. Rules and Regulations; Management.

(a) Rules. The Board may adopt such reasonable rules and regulations as it may deem advisable for the

maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners, and occupants of the property. Written notice of such rules and regulations shall be given to all Owners and occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Notwithstanding any other provisions herein, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board; provided, however, that it is expressly understood and agreed that Declarant expressly reserves the right to designate an initial managing agent or agents for a period not to exceed one (1) year from the date of the recording of these By-Laws and the rights of the Board to designate a different managing agent shall be in all respects subject to any or all contractual rights resulting from such initial designation of managing agent.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

#### ARTICLE VII

##### Assessments - Maintenance Fund

Section 1. Preparation of Estimated Budget. Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and Common Areas and Facilities, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities as set forth in Exhibit "B" of the Declaration. On or before January 1 of the ensuing year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section. On or

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before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Areas and Facilities to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Areas and Facilities to the installments due in the succeeding six (6) months after rendering of the accounting.

Section 2. Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "Estimated Cash Requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Areas and Facilities. The Board shall serve notice of such further assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly amount.

Section 3. Budget for First Year. When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in Section 1 of this Article.

Section 4. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the owner shall

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continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 5. Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners in the percentages set forth in Exhibit "B" attached to the Declaration.

Section 6. Remedies for Failure to Pay Assessments. Each Owner shall be personally liable for all assessments made hereunder or pursuant to the Declaration and conveyance of the Condominium Unit by an Owner shall not extinguish the personal debt for all such assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall default in the payment of any charge or assessment imposed by the Board as herein provided, the Board shall have the authority, for and on behalf of itself and the Association and as the representative of all Owners, to exercise and enforce any and all rights and remedies as may be provided in the Act, these By-Laws, the Declaration or otherwise available at law or in equity for the collection of all such unpaid charges or assessments. Upon the failure of any Owner to pay any delinquent assessment within fifteen (15) days after written notice, the Board shall have the right to accelerate the entire unpaid balance of all assessments. In addition, if an Owner is in default in the monthly payments of the aforesaid charges or assessments after such notice, the Board may bring suit for and on behalf of itself and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest costs and fees as above provided, shall be and become a lien or charge against the Condominium Unit of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Unless otherwise provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and



hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and as provided in the Act; provided, however, notwithstanding any other provision of the Declaration or By-Laws, any first mortgage owned or held by or on behalf of any bank, insurance company, savings and loan association or other mortgagee shall be prior to any lien for Common Expenses, and where the mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns shall not be liable for the shares of Common Expenses chargeable to such Condominium Unit which became due prior to the acquisition of title to such Condominium Unit by such acquirer.

#### ARTICLE VIII

##### Execution of Instruments

Section 1. Checks, Drafts, Etc. All checks, drafts, bills of exchange or other orders for the payment of money, obligations, notes or other evidences of indebtedness of the Association shall be signed or endorsed by such officer or officers, employee or employees of the Association as shall from time to time be designated by the Board.

Section 2. Contracts. All contracts, agreements, deeds, conveyances, mortgages and similar instruments authorized by the Board of Directors shall be signed, unless otherwise directed by the Board or required by law, by the President and attested by the Secretary.

#### ARTICLE IX

##### Amendments

Section 1. Amendments. Subject to any contrary, overriding or superseding provisions set forth herein or in the Declaration, these By-Laws may be amended in the same manner, and subject to the same limitations and requirements, as amendments to the Declaration, as set forth in Article XI of the Declaration, including the rights of Declarant to make amendments. Amendments to these By-Laws shall be considered as amendments of the Declaration and shall be recorded in the office of the Recorder of Marion County, Indiana, as required by the Declaration and the Act. Notwithstanding anything to

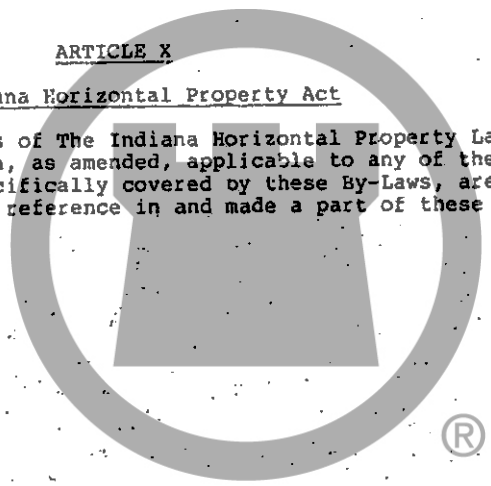
83 16378

the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration or these By-Laws prior to the earlier of the date on which Declarant shall have conveyed fifty (50) Condominium Units or January 1, 1984, without the consent and approval of Declarant.

ARTICLE X

The Indiana Horizontal Property Act

The provisions of The Indiana Horizontal Property Law of the State of Indiana, as amended, applicable to any of the matters not herein specifically covered by these By-Laws, are hereby incorporated by reference in and made a part of these By-Laws.



CHICAGO TITLE

83 16378

CROSS REFERENCE

83 34824

CROSS REFERENCE

AMENDMENT TO DECLARATION AND BY-LAWS  
OF EAGLE'S CREST HORIZONTAL PROPERTY REGIME

This instrument, executed this 19th day of May, 1983, by Deluxe Homes, Inc., an Indiana corporation (hereinafter referred to as "Declarant"), witnesses the following:

WHEREAS, Declarant recorded the Declaration and By-Laws of Eagle's Crest Horizontal Property Regime on March 14, 1983 as Instrument No. 83-16378 in the Office of the Recorder of Marion County, Indiana (hereinafter referred to as the "Declaration"); and

RECEIVED FOR RECORD  
DEPT. OF ARCHITECTURE  
RECORDERS-NARROW CO.  
MAY 24 10 56 AM '83

WHEREAS, Declarant now wishes to amend the Declaration to provide for an as-built certification of the plans and specifications of Phase I as required under I.C. 32-1-6-13.

NOW, THEREFORE, Declarant now amends the Declaration by the recording of the Certificate attached hereto.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date first above written.

DELUXE HOMES, INC.

By: *Richard H. Crosser*

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

®

Before me, a Notary Public, in and for said county and state, personally appeared Richard H. Crosser, the President of Deluxe Homes, Inc., an Indiana corporation, and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and notarial seal this 19th day of May, 1983.

*Leslie J. West*  
(Leslie J. West) Notary Public

My commission expires:

3-13-87

My county of residence is:

83 34824

Marion

This instrument was prepared by John W. Van Buskirk, Attorney.

CERTIFICATE

The undersigned, being a registered architect or licensed professional engineer, hereby certifies that the plans and specifications recorded as Instrument No. 83-16379 in the Office of the Recorder of Marion County, Indiana are true and correct copies of portions of the plans and specifications for Eagle's Crest Horizontal Property Regime, the Declaration and By-Laws of which has been recorded as Instrument No. 83-16378 in the Office of the Recorder of Marion County, Indiana, as filed with and approved by the municipal or other governmental subdivisions having jurisdiction over the issuance of permits for the construction of buildings and that such plans fully and accurately depict the layouts, location, unit numbers and dimensions of the condominium units as built for Phase I of Eagle's Crest.





STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said county and state, personally appeared Robert H. Turner, who, after have been duly sworn, acknowledged the execution of the foregoing certificate.

Witness my hand and notarial seal this 19th day of May, 1983.

  
Leslie J. West Notary Public

My commission expires:  
3-13-87

My county of residence is:  
Marion

CHICAGO TITLE

83 34824

83 50936

AMENDMENT TO DECLARATION AND  
BY-LAWS OF EAGLE'S CREST  
HORIZONTAL PROPERTY REGIME

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER-MARION CO.

JUL 21 11 45 AM '83

CROSS REFERENCE

CROSS REFERENCE 1659

THIS AMENDMENT, executed this 19th day of July, 1983, by DeLuxe Homes, Inc., an Indiana corporation ("Declarant"), Witnesses the following:

WHEREAS, Declarant on March 11, 1983, executed the Declaration and By-Laws of Eagle's Crest Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 83-16378 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Eagle's Crest to be recorded as Instrument No. 83-16379 in the Office of the Recorder of Marion County, Indiana; and <sup>®</sup>

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Eagle's Crest Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Eagle's Crest:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Eagle's Crest as follows:

1. The real estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is hereby subjected to the Declaration and is hereby made a

83 50936

83-50936

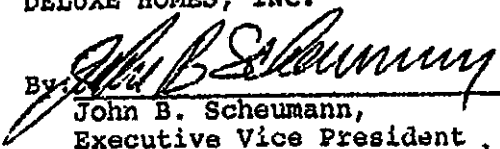
CHICAGO TITLE

part of Eagle's Crest Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 83- 50935 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Eagle's Crest for units within Phase I are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of condominium units within Phase I are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, DeLuxe Homes, Inc., has caused this Amendment to be executed by its Executive Vice President as of the date first above written.

DELUXE HOMES, INC.

By:   
John B. Scheumann,  
Executive Vice President

STATE OF INDIANA            )  
                                  ) SS:  
COUNTY OF MARION         )

83 50936

Before me, a Notary Public in and for said county and state, personally appeared John B. Scheumann, the Executive Vice

President of DeLuxe Homes, Inc., an Indiana corporation, who, having been duly sworn, acknowledged the execution of the foregoing amendment for and on behalf of said Corporation.

Witness my hand and notarial seal this 19th day of July, 1983.

*Eleanor M. Owens*  
Notary Public

My commission expires:

March 5, 1986

County of Residence:

Howard

DANCY M. OWENS  
Notary Public, Howard Co. Md.  
My Comm. Expires Mar. 5, 1984

This instrument was prepared by John W. Van Buskirk, Attorney.



CHICAGO TITLE

83 50936

PHASE II

A part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27; thence South 03 degrees 53 minutes 26 seconds West along the West line of the said Northeast Quarter Section 461.28 feet to the centerline of U. S. #136 as now located and established; thence South 60 degrees 32 minutes 36 seconds East along the said centerline 622.36 feet to the POINT OF BEGINNING of this description; thence North 29 degrees 27 minutes 24 seconds East 171.05 feet; thence North 63 degrees 08 minutes 46 seconds East 162.02 feet; thence North 48 degrees 43 minutes 37 seconds East 66.00 feet to the southwest corner of Eagle's Crest, Phase I, as per plat thereof recorded as Instrument Number 83-16379 in the Office of the Recorder of Marion County, Indiana; thence Southeasterly along the southern boundary of said Phase I by the following three (3) courses: South 19 degrees 34 minutes 26 seconds East 57.48 feet; South 67 degrees 55 minutes 35 seconds East 102.00 feet; thence South 51 degrees 17 minutes 42 seconds East 25.71 feet to the southeast corner of said Phase I; thence South 64 degrees 47 minutes 27 seconds East 31.62 feet; thence South 27 degrees 52 minutes 57 seconds West 270.00 feet to a non-tangent 1.34903 degree curve to the right, the radius point of said curve being North 27 degrees 52 minutes 57 seconds East 4247.185 feet from said point, (said point also being the North right-of-way line for U.S. #136 per Indiana State Highway Plans for Project Number F-107 (19) Sheet numbers 4, 5, and 6 dated 1959, the next two (2) described courses being continuous and contiguous with the said North right-of-way line); thence Westerly along said curve 95.03 feet to a point, the radius point of said curve being North 29 degrees 09 minutes 52 seconds East 4247.185 feet from said point; thence North 78 degrees 39 minutes 21 seconds West 129.77 feet; thence South 29 degrees 27 minutes 24 seconds West 30.00 feet to the said centerline of U.S. #136; thence North 60 degrees 32 minutes 36 seconds West along the said centerline 102.18 feet to the point of beginning, containing 1.975 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

ALSO, the rights of use to a non-exclusive access and underground utility easement more particularly described as follows:

A part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27; thence South 03 degrees 53 minutes 26 seconds West along the West line of the said Northeast Quarter Section 461.28 feet to the centerline of U. S. #136 as now located and established; thence South 60 degrees 32 minutes 36 seconds East along the said centerline 622.36 feet; thence North 29 degrees 27 minutes 24 seconds East 171.05 feet to the Point of Beginning of this easement; thence continuing North 29 degrees 27 minutes 24 seconds East 4.50 feet to the point of curvature of a 21.62106 degree curve to the right, the radius point of said curve being South 60 degrees 32 minutes 36 seconds East 265.00 feet from said point; thence Northerly along the said curve 47.07 feet to a point, the radius point of said curve being South 50 degrees 21 minutes 57 seconds East 265.00 feet from said point; thence North 63 degrees 08 minutes 46 seconds East 113.84 feet; thence North 48 degrees 43 minutes 37 seconds East 83.34 feet; thence North 69 degrees 07 minutes 45 seconds East 65.44 feet; thence North 49 degrees 15 minutes 17 seconds East 61.71 feet; thence North 23 degrees 00 minutes 46 seconds East 82.00 feet to a point on the south right-of-way line of Eagle Valley Pass, said point also being on a 20.53612 degree curve to the left, the radius point of said curve being North 18 degrees 34 minutes 59 seconds East 279.00 feet from said point; thence easterly along said right-of-way line and said curve 30.02 feet to a point on said curve, the radius point of said curve being North 24 degrees 44 minutes 55 seconds East 279.00 feet from said point; thence South 23 degrees 00 minutes 45 seconds West 117.65 feet; thence South 69 degrees 07 minutes 45 seconds West 116.38 feet; thence South 48 degrees 43 minutes 37 seconds West 82.00 feet; thence South 63 degrees 08 minutes 46 seconds West 162.02 feet to the point of beginning.



DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective  
Condominium Units in the Common Areas and Facilities and Limited  
Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
2947A	2%
2947B	2%
2947C	2%
2957A	2%
2957B	2%
2957C	2%
2957D	2%
2967A	2%
2967B	2%
2967C	2%
2911A	2%
2911B	2%
2911C	2%
2921A	2%
2921B	2%
2921C	2%
2921D	2%
2931A	2%
2931B	2%
2931C	2%
2879A	2%
2879B	2%
2879C	2%
2889A	2%
2889B	2%
2889C	2%
2889D	2%
2999A	2%
2999B	2%
2999C	2%
2878A	2%
2878B	2%
2878C	2%
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2888B	2%
2888C	2%
2888D	2%
2898A	2%
2898B	2%

83 50936

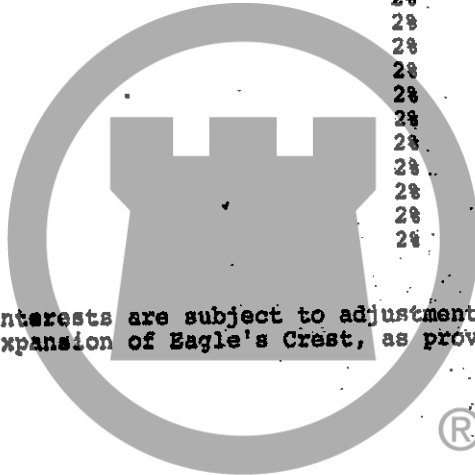
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Such Percentage Interests are subject to adjustment and alteration, upon expansion of Eagle's Crest, as provided in the Declaration.



CHICAGO TITLE

83 51936

EXHIBIT "B"

Page 2 of 2 Pages

CONSENT OF MORTGAGEE

Merchants National Bank & Trust Company of Indianapolis,  
holder of mortgages on the real estate described in the  
foregoing Amendment, which mortgages were recorded as Instrument  
No. 77-82398 and/ 83-45832 in the Office of the Recorder of Marion  
County, Indiana, hereby consents to the execution and recording  
of the foregoing Amendment and to the addition of said real  
estate to the Eagle's Crest Horizontal Property Regime and  
subjecting said real estate to the provisions of the Indiana  
Horizontal Property law.

IN WITNESS WHEREOF, Merchants National Bank & Trust  
Company of Indianapolis has caused this consent of Mortgagee  
to be executed by its duly authorized officers as of this 19th  
day of July, 1983.

®

MERCHANTS NATIONAL BANK & TRUST COMPANY  
OF INDIANAPOLIS

CHICAGO TITLE

By: [Signature]

R. Wright, Vice President

Attest:

[Signature]

Darwin D. May  
Vice President  
STATE OF INDIANA )  
COUNTY OF MARION )

)SS:

83 50936

Before me, a Notary Public in and for said county  
and state, personally appeared R. Wright and  
Darwin D. May, the Vice President and  
Vice President respectively of Merchants National Bank  
& Trust Company of Indianapolis, who, having been duly

sworn, acknowledged the execution of the foregoing consent  
for and on behalf of said bank.

Witness my hand and notarial seal this 19th day of  
July, 1983.

  
Nancy M. Owens

Notary Public

My commission expires:

March 5, 1986

County of Residence:

Hendricks

CHICAGO TITLE

83 50936

83 50936

AMENDMENT TO DECLARATION AND  
BY-LAWS OF EAGLE'S CREST  
HORIZONTAL PROPERTY REGIME

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER-MARION CO.

JUL 21 11 05 AM '83

CROSS REFERENCE

CROSS REFERENCE 1659

83-50936

THIS AMENDMENT, executed this 19<sup>th</sup> day of July, 1983, by DeLuxe Homes, Inc., an Indiana corporation ("Declarant"),  
Witnesses the following:

WHEREAS, Declarant on March 11, 1983, executed the Declaration and By-Laws of Eagle's Crest Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 83-16378 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Eagle's Crest to be recorded as Instrument No. 83-16379 in the Office of the Recorder of Marion County, Indiana; and ®

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Eagle's Crest Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Eagle's Crest:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Eagle's Crest as follows:

1. The real estate more particularly described in Exhibit "A" attached hereto and by reference made a part hereof, being a portion of the Real Estate (as defined in the Declaration) is hereby subjected to the Declaration and is hereby made a

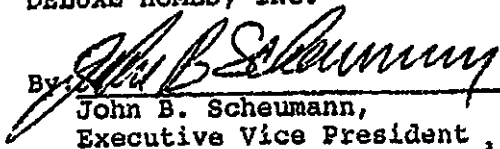
83 50936

part of Eagle's Crest Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 83- 50935 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Eagle's Crest for units within Phase I are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of condominium units within Phase I are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, DeLuxe Homes, Inc., has caused this Amendment to be executed by its Executive Vice President as of the date first above written.

DELUXE HOMES, INC.

By:   
John B. Scheumann,  
Executive Vice President

STATE OF INDIANA            )  
                                  ) SS:  
COUNTY OF MARION         )

83 50936

Before me, a Notary Public in and for said county and state, personally appeared John B. Scheumann, the Executive Vice

President of DeLuxs Homes, Inc., an Indiana corporation, who, having been duly sworn, acknowledged the execution of the foregoing amendment for and on behalf of said Corporation.

Witness my hand and notarial seal this 19th day of July, 1983.

*[Signature]*  
Notary Public

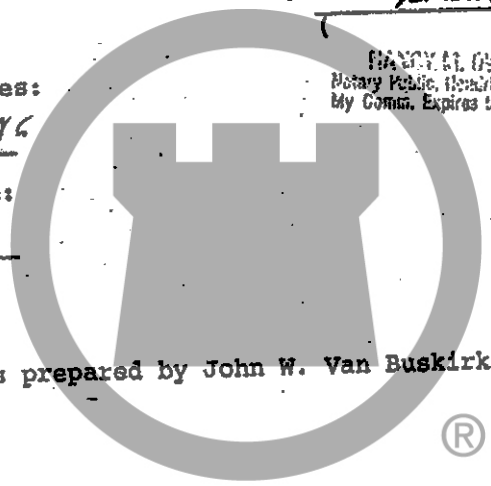
My commission expires:

March 5, 1986

County of Residence:

Hamilton

HANCOCK OWERS  
Notary Public, Hamilton Co., IN.  
My Comm. Expires Mar. 5, 1986



This instrument was prepared by John W. Van Buskirk, Attorney.

®

CHICAGO TITLE

83 50936

PHASE II

A part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27; thence South 03 degrees 53 minutes 26 seconds West along the West line of the said Northeast Quarter Section 461.28 feet to the centerline of U. S. #136 as now located and established; thence South 60 degrees 32 minutes 36 seconds East along the said centerline 622.36 feet to the POINT OF BEGINNING of this description; thence North 29 degrees 27 minutes 24 seconds East 171.05 feet; thence North 63 degrees 08 minutes 46 seconds East 162.02 feet; thence North 48 degrees 43 minutes 37 seconds East 66.00 feet to the southwest corner of Eagle's Crest, Phase I, as per plat thereof recorded as Instrument Number 83-16379 in the Office of the Recorder of Marion County, Indiana; thence Southeasterly along the southern boundary of said Phase I by the following three (3) courses: South 19 degrees 34 minutes 26 seconds East 57.48 feet; South 67 degrees 55 minutes 35 seconds East 102.00 feet; thence South 51 degrees 17 minutes 42 seconds East 25.71 feet to the southeast corner of said Phase I; thence South 64 degrees 47 minutes 27 seconds East 31.62 feet; thence South 27 degrees 52 minutes 57 seconds West 270.00 feet to a non-tangent 1.34903 degree curve to the right, the radius point of said curve being North 27 degrees 52 minutes 57 seconds East 4247.185 feet from said point, (said point also being the North right-of-way line for U.S. #136 per Indiana State Highway Plans for Project Number F-107 (19) Sheet numbers 4, 5, and 6 dated 1959, the next two (2) described courses being continuous and contiguous with the said North right-of-way line); thence Westerly along said curve 95.03 feet to a point, the radius point of said curve being North 29 degrees 09 minutes 52 seconds East 4247.185 feet from said point; thence North 78 degrees 39 minutes 21 seconds West 129.77 feet; thence South 29 degrees 27 minutes 24 seconds West 30.00 feet to the said centerline of U.S. #135; thence North 60 degrees 32 minutes 36 seconds West along the said centerline 102.18 feet to the point of beginning, containing 1.975 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

ALSO, the rights of use to a non-exclusive access and underground utility easement more particularly described as follows:

A part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27; thence South 03 degrees 53 minutes 26 seconds West along the West line of the said Northeast Quarter Section 461.28 feet to the centerline of U. S. #136 as now located and established; thence South 60 degrees 32 minutes 36 seconds East along the said centerline 622.36 feet; thence North 29 degrees 27 minutes 24 seconds East 171.05 feet to the Point of Beginning of this easement; thence continuing North 29 degrees 27 minutes 24 seconds East 4.50 feet to the point of curvature of a 21.62106 degree curve to the right, the radius point of said curve being South 60 degrees 32 minutes 36 seconds East 265.00 feet from said point; thence Northerly along the said curve 47.07 feet to a point, the radius point of said curve being South 50 degrees 21 minutes 57 seconds East 265.00 feet from said point; thence North 63 degrees 08 minutes 46 seconds East 113.84 feet; thence North 48 degrees 43 minutes 37 seconds East 83.34 feet; thence North 69 degrees 07 minutes 45 seconds East 65.44 feet; thence North 49 degrees 15 minutes 17 seconds East 61.71 feet; thence North 23 degrees 00 minutes 46 seconds East 82.00 feet to a point on the south right-of-way line of Eagle Valley Pass, said point also being on a 20.53612 degree curve to the left, the radius point of said curve being North 18 degrees 34 minutes 59 seconds East 279.00 feet from said point; thence easterly along said right-of-way line and said curve 30.02 feet to a point on said curve, the radius point of said curve being North 24 degrees 44 minutes 55 seconds East 279.00 feet from said point; thence South 23 degrees 00 minutes 46 seconds West 117.65 feet; thence South 69 degrees 07 minutes 45 seconds West 116.38 feet; thence South 48 degrees 43 minutes 37 seconds West 82.00 feet; thence South 63 degrees 08 minutes 46 seconds West 162.02 feet to the point of beginning.



DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective  
Condominium Units in the Common Areas and Facilities and Limited  
Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
2947A	2%
2947B	2%
2947C	2%
2957A	2%
2957B	2%
2957C	2%
2957D	2%
2967A	2%
2967B	2%
2967C	2%
2911A	2%
2911B	2%
2911C	2%
2921A	2%
2921B	2%
2921C	2%
2921D	2%
2931A	2%
2931B	2%
2931C	2%
2879A	2%
2879B	2%
2879C	2%
2889A	2%
2889B	2%
2889C	2%
2889D	2%
2999A	2%
2999B	2%
2999C	2%
2878A	2%
2878B	2%
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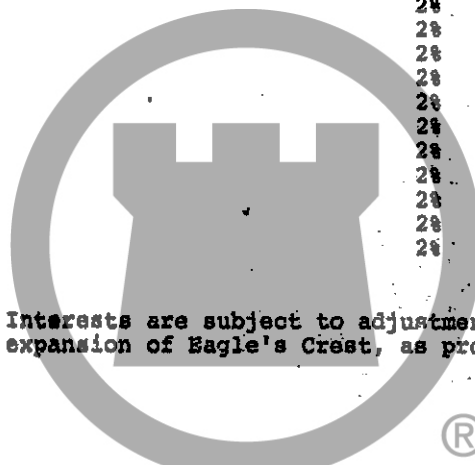
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EXHIBIT "B"

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Such Percentage Interests are subject to adjustment and alteration, upon expansion of Eagle's Crest, as provided in the Declaration.

# CHICAGO TITLE

83 50936

EXHIBIT "B"

Page 2 of 2 Pages

CONSENT OF MORTGAGEE

Merchants National Bank & Trust Company of Indianapolis, holder of mortgages on the real estate described in the foregoing Amendment, which mortgages were recorded as Instrument No. 77-82398 and/ 83-45832 in the Office of the Recorder of Marion County, Indiana, hereby consents to the execution and recording of the foregoing Amendment and to the addition of said real estate to the Eagle's Crest Horizontal Property Regime and subjecting said real estate to the provisions of the Indiana Horizontal Property law.

IN WITNESS WHEREOF, Merchants National Bank & Trust Company of Indianapolis has caused this consent of Mortgagee to be executed by its duly authorized officers as of this 19th day of July, 1983.

®

MERCHANTS NATIONAL BANK & TRUST COMPANY OF INDIANAPOLIS

CHICAGO TITLE

By: [Signature]

R. Wright, Vice President

Attest:

[Signature]

Darwin D. May  
Vice President  
STATE OF INDIANA  
COUNTY OF MARION

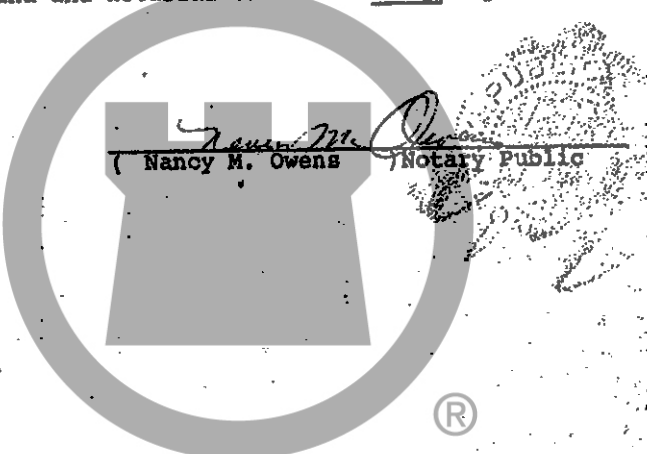
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Before me, a Notary Public in and for said county and state, personally appeared R. Wright and Darwin D. May, the Vice President and Vice President respectively of Merchants National Bank & Trust Company of Indianapolis, who, having been duly

sworn, acknowledged the execution of the foregoing consent  
for and on behalf of said bank.

Witness my hand and notarial seal this 19th day of  
July, 1983.

  
Nancy M. Owens Notary Public

My commission expires:

March 5, 1986

County of Residence:

Handricks

CHICAGO TITLE

83 50936

CROSS REFERENCE

830085106

FILED 22

AMENDMENT TO DECLARATION AND  
BY-LAWS OF EAGLE'S CREST  
HORIZONTAL PROPERTY REGIME (75)

NOV 18 1983  
28368

*Henry C. ...*

THIS AMENDMENT, executed this 15th day of November, 1983, by DeLuxe Homes, Inc., an Indiana corporation ("Declarant"), Witnesses the following:

WHEREAS, Declarant on March 11, 1983, executed the Declaration and By-Laws of Eagle's Crest Horizontal Property Regime ("Declaration") and caused said Declaration to be recorded as Instrument No. 83-16378 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant caused the Plans of Phase I of Eagle's Crest to be recorded as Instrument No. 83-16379 and the Plans of Phase II to be recorded as Instrument No. 83-50935, all in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, pursuant to the terms and provisions of the Declaration, Declarant reserved the right to subject additional real estate to the Eagle's Crest Horizontal Property Regime established by the Declaration and Declarant now wishes to add additional real estate to Eagle's Crest:

NOW, THEREFORE, in accordance with its rights under the Declaration and under the Indiana Horizontal Property Law, Declarant now amends the Declaration to expand Eagle's Crest as follows:

1. The real estate more particularly described in Exhibit "A" attached hereto and by reference made a part

CROSS REFERENCE

CHICAGO TITLE

RECORDED  
BY THE CLERK OF THE  
RECORDER OF MARION CO.

Nov 18 2 50 PM '83

hereof, being a portion of the Real Estate (as defined in the Declaration) is hereby subjected to the Declaration and is hereby made a part of Eagle's Crest Horizontal Property Regime. The plans depicting the condominium units within such real estate have been recorded as Instrument No. 83-85106 in the Office of the Recorder of Marion County, Indiana.

2. Declarant hereby amends the description of Percentage Interests of Condominium Units which was attached to the Declaration as Exhibit "B" by reallocating all Percentage Interests in accordance with the schedule set out in Exhibit "B" attached hereto and by reference made a part hereof. The Percentage Interests in all Common Areas of Eagle's Crest for existing units are hereby reallocated in accordance with the provisions of Exhibit "B". The respective interest of any holders of mortgage liens upon the respective Percentage Interests of any owners of existing condominium units are also reallocated and shall attach to the respective Percentage Interests as shown in Exhibit "B".

IN WITNESS WHEREOF, the Declarant, DeLuxe Homes, Inc., has caused the Amendment to be executed by its President as of the day and year first written above.

DELUXE HOMES, INC.

By:   
Richard Crossel, President

830085106

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Richard Crosser, the President of DeLuxe Homes, Inc., an Indiana corporation, who, after having been duly sworn, acknowledged the execution of the foregoing Amendment for and on behalf of said corporation.

Witness my hand and notarial seal this 18th day of November, 1983.

*Carol S. Osborne*

(Carol S. Osborne) Notary Public

My Commission Expires:

July 28, 1986

My County of Residence is:

Marion

CHICAGO TITLE

This Instrument was prepared by John W. Van Buskirk, Attorney.

830085106

CONSENT OF MORTGAGEE

Merchants National Bank & Trust Company of Indianapolis, holder of mortgages on the real estate described in the foregoing Amendment, which mortgages were recorded as Instrument No. 77-82398 and 83-45832 in the Office of the Recorder of Marion County, Indiana, hereby consents to the execution and recording of the foregoing Amendment and to the addition of said real estate to the Eagle's Crest Horizontal Property Regime and subjecting said real estate to the provisions of the Indiana Horizontal Property Law.

IN WITNESS WHEREOF, Merchants National Bank & Trust Company of Indianapolis has caused this consent of Mortgagee to be executed by its duly authorized officers as of this 15th day of November, 1983.

MERCHANTS NATIONAL BANK & TRUST COMPANY  
OF INDIANAPOLIS

James A. Buell  
JAMES A. BUELL

830065106



STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Vice President of Merchants National Bank & Trust Company of Indianapolis, who, after having been duly sworn, acknowledged the execution of the foregoing consent for and on behalf of said bank.

Witness my hand and notarial seal this 18th day of November, 1983.

Carol S. Osborne  
( Carol S. Osborne ) Notary Public

My Commission Expires:

July 28, 1986  
My County of Residence is:  
Marion

CHICAGO TITLE

830085106

PHASE III

A part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27; thence South 03 degrees 53 minutes 26 seconds West along the West line of the said Northeast Quarter Section 461.28 feet to the centerline of U. S. Highway #136 as now located and established; thence South 60 degrees 32 minutes 36 seconds East along the said centerline 622.36 feet; thence North 29 degrees 27 minutes 24 seconds East 171.05 feet to the Point of Beginning of this description; thence continuing North 29 degrees 27 minutes 24 seconds East 4.50 feet to the point of curvature of a 21.62106 degree curve to the right, the radius point of said curve being South 60 degrees 32 minutes 36 seconds East 265.00 feet from said point; thence Northerly along the said curve 47.07 feet to a point, the radius point of said curve being South 50 degrees 21 minutes 57 seconds East 265.00 feet from said point; thence North 63 degrees 08 minutes 46 seconds East 113.84 feet; thence North 48 degrees 43 minutes 37 seconds East 83.34 feet; thence North 69 degrees 07 minutes 45 seconds East 65.44 feet; thence North 49 degrees 15 minutes 17 seconds East 61.71 feet; thence North 23 degrees 00 minutes 46 seconds East 82.00 feet to a point on the south right-of-way line of Eagle Valley Pass, said point also being on a 20.53612 degree curve to the left, the radius point of said curve being North 18 degrees 34 minutes 59 seconds East 279.00 feet from said point; thence easterly along said right-of-way line and said curve 57.21 feet to the point of tangency of said curve, the radius point of said curve being North 13 degrees 00 minutes 00 seconds East 279.00 feet from said point; said point also being the point of curvature of a 25.0200 degree curve to the right, the radius point of said curve being South 13 degrees 00 minutes 00 seconds West 229.00 feet from said point; thence easterly along said curve and said south right-of-way line 85.24 feet to a point on said curve, the radius point of said curve being South 34 degrees 19 minutes 39 seconds West 229.00 feet from said point; thence South 31 degrees 00 minutes 00 seconds West 125.04 feet; thence North 61 degrees 23 minutes 12 seconds East 94.77 feet; thence South 23 degrees 00 minutes 46 seconds West 5.53 feet; thence South 69 degrees 07 minutes 45 seconds West 116.38 feet; thence South 48 degrees 43 minutes 37 seconds West 82.00 feet; thence South 63 degrees 08 minutes 46 seconds West 162.02 feet to the point of beginning, containing 0.567 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

Provided, however, Declarant reserves unto itself a non-exclusive access and underground utility easement over the real estate described in Exhibit "A", Page 2 (the "Easement") for the benefit of the real estate described in Exhibit "A", Page 3 (the "Remainder") and the Easement shall run with the title to the Remainder.

830085106

EXHIBIT "A"

page 1

A part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27; thence South 03 degrees 53 minutes 26 seconds West along the West line of the said Northeast Quarter Section 461.28 feet to the centerline of U. S. #136 as now located and established; thence South 60 degrees 32 minutes 36 seconds East along the said centerline 622.35 feet; thence North 29 degrees 27 minutes 24 seconds East 171.05 feet to the Point of Beginning of this easement; thence continuing North 29 degrees 27 minutes 24 seconds East 4.50 feet to the point of curvature of a 21.62106 degree curve to the right, the radius point of said curve being South 60 degrees 32 minutes 36 seconds East 265.00 feet from said point; thence Northerly along the said curve 47.07 feet to a point, the radius point of said curve being South 50 degrees 21 minutes 57 seconds East 265.00 feet from said point; thence North 63 degrees 08 minutes 46 seconds East 113.84 feet; thence North 48 degrees 43 minutes 37 seconds East 83.34 feet; thence North 69 degrees 07 minutes 45 seconds East 65.44 feet; thence North 49 degrees 15 minutes 17 seconds East 61.71 feet, thence North 23 degrees 00 minutes 46 seconds East 82.00 feet to a point on the south right-of-way line of Eagle Valley Pass, said point also being on a 20.53612 degree curve to the left, the radius point of said curve being North 18 degrees 34 minutes 59 seconds East 279.00 feet from said point; thence easterly along said right-of-way line and said curve 30.02 feet to a point on said curve, the radius point of said curve being North 24 degrees 44 minutes 51 seconds East 279.00 feet from said point; thence South 23 degrees 00 minutes 46 seconds West 117.65 feet; thence South 69 degrees 07 minutes 45 seconds West 116.38 feet; thence South 48 degrees 43 minutes 37 seconds West 82.00 feet; thence South 63 degrees 08 minutes 46 seconds West 162.02 feet to the point of beginning.

830055106

EXHIBIT "A"

page 2

A part of the Northeast Quarter of Section 27, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northwest corner of the Northeast Quarter of said Section 27; thence South 03 degrees 53 minutes 26 seconds West along the West line of the said Northeast Quarter Section 461.28 feet to the centerline of U. S. #136 as now located and established; thence South 60 degrees 32 minutes 36 seconds East along the said centerline 622.36 feet; thence North 29 degrees 27 minutes 24 seconds East 175.55 feet to the point of curvature of a 21.62106 degree curve to the right, the radius point of said curve being South 60 degrees 32 minutes 36 seconds East 265.00 feet from said point; thence Northerly along the said curve 47.07 feet to a point, the radius point of said curve being South 50 degrees 21 minutes 57 seconds East 265.00 feet from said point; said point also being the POINT OF BEGINNING of this description; thence Northerly and Northeasterly along the said curve 107.87 feet to a point, the radius point of said curve being South 27 degrees 02 minutes 36 seconds East 265.00 feet from said point; thence North 62 degrees 57 minutes 24 seconds East 63.47 feet to the point of curvature of a 26.649 degree curve to the left, the radius point of said curve being North 27 degrees 02 minutes 36 seconds West 215.60 feet from said point; thence Northeasterly and Northerly along said curve 205.30 feet to a point, the radius point of said curve being North 81 degrees 45 minutes 13 seconds West 215.00 feet from said point; thence North 8 degrees 14 minutes 47 seconds East 16.40 feet to a point on the South right-of-way line of Eagle Valley Pass, said point also being on a 20.536 degree curve to left, the radius point of said curve being North 35 degrees 51 minutes 41 seconds East 279.00 feet; thence Easterly along said curve and right-of-way line 54.11 feet; thence South 23 degrees 00 minutes 46 seconds West 82.00 feet; thence South 49 degrees 15 minutes 17 seconds West 61.71 feet; thence South 69 degrees 07 minutes 45 seconds West 65.44 feet; thence South 48 degrees 43 minutes 37 seconds West 83.34 feet; thence South 63 degrees 08 minutes 46 seconds West 113.84 feet to the point of beginning, containing 0.208 acres more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

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EXHIBIT "A"

page 3

DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective  
Condominium Units in the Common Areas and Facilities and  
Limited Areas and Facilities are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
2947A	1.66%
2947B	1.66%
2947C	1.66%
2957A	1.66%
2957B	1.66%
2957C	1.66%
2957D	1.66%
2967A	1.66%
2967B	1.66%
2967C	1.66%
2911A	1.66%
2911B	1.66%
2911C	1.66%
2921A	1.66%
2921B	1.66%
2921C	1.66%
2921D	1.66%
2931A	1.66%
2931B	1.66%
2931C	1.66%
2879A	1.66%
2879B	1.66%
2879C	1.66%
2889A	1.66%
2889B	1.66%
2889C	1.66%
2889D	1.66%
2999A	1.66%
2999B	1.66%
2999C	1.66%
2878A	1.66%
2878B	1.66%
2878C	1.66%
2888A	1.66%
2888B	1.66%
2888C	1.66%
2888D	1.66%
2898A	1.66%
2898B	1.66%

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EXHIBIT "B"

2898C	1.66%
2912A	1.66%
2912B	1.66%
2912C	1.66%
2922A	1.66%
2922B	1.66%
2922C	1.66%
2922D	1.66%
2932A	1.66%
2932B	1.66%
2932C	1.66%
2991A	1.66%
2991B	1.66%
2991C	1.66%
2981A	1.66%
2981B	1.66%
2981C	1.66%
2981D	1.66%
2971A	1.66%
2971B	1.66%
2971C	1.66%



Such Percentage Interests are subject to adjustment and alteration, upon expansion of Eagle's Crest, as provided in the Declaration.

# CHICAGO TITLE

EXHIBIT "B"

Page 2 of 2 Pages

830085106

CROSS REFERENCE

850088299

800

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EAGLE'S CREST HORIZONTAL PROPERTY REGIME

THIS AMENDMENT to the Declaration and By-Laws listed as Exhibit "C" of Eagle's Crest Horizontal Property Regime, made this 5 day of Oct, 1985, by EAGLE'S CREST HOMEOWNERS ASSOCIATION, INC., an Indiana not-for-profit corporation (hereinafter referred to as the "Association")

WITNESSETH:

WHEREAS, Association desires to amend the Declaration and By-Laws listed as Exhibit "C" to the Declaration of Eagle's Crest Horizontal Property Regime dated March 11, 1983 and recorded on March 14, 1983, as Instrument No. 83-16378 in the Office of the Recorder of Marion County, Indiana, as amended by a certain amendment dated July 19, 1983 and recorded on July 21, 1983 as Instrument No. 83-50936 in the Office of the Recorder of Marion County, Indiana (hereinafter referred to as the "Declaration") to allow the more efficient running of the Association's business affairs; and

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RECORDER OF MARION CO.  
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WHEREAS, Association has obtained the consent of not less than 51% of the Owners of Lots located within the properties as described in the Declaration, for such amendment, as shown by the Certification of Secretary attached hereto as Exhibit "A"; and  
WHEREAS, to speed the business affairs of the Association certain practices are in need of revision for the benefit of the residents.

CHICAGO TITLE

NOW, THEREFORE, the Declaration and By-Laws listed as Exhibit "C" is now amended as follows:

1. There is hereby deleted Article II, Sec. 6(c) as it now reads, and replaced with the following Article II, Sec. 6(c)

(C) QUORUM AND ADJOURNMENTS. The presence in person or by proxy of the Voting Members representing one-third of the total votes shall constitute a quorum. Unless otherwise expressly

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RECORDER OF MARION CO.  
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CHICAGO TITLE





RESOLUTION

I, JUDITH M. PALMER, do hereby certify:

1. That I am the duly elected Secretary of the Eagle's Crest Homeowners Association, Inc., an Indiana Not-For-Profit Corporation;
2. That on May 14, 1985, a special meeting of the Homeowners of the Eagle's Crest Homeowners Association, Inc. was duly and properly convened;
3. That upon a call of the Homeowners present and an inspection of the proxies, a quorum of seventy-five percent (75%) of the Homeowners was attained for voting purposes;
4. That the following Resolution of the Directors of the Eagle's Crest Homeowners Association, Inc. was put before the Homeowners:

"Resolved that Article II, Section 6(c) of the Code of By-Laws for the Eagle's Crest Homeowners Association, Inc. shall be amended to provide that 33 1/3% of the Homeowners either present or by proxy shall constitute a quorum for voting purposes.";

and

5. That on motion duly made and carried by an affirmative vote of 43 units, with dissenting votes of 3 units, the aforesaid Resolution was adopted.

In Witness Whereof, I have hereunto subscribed my name on the 27th day of September, 1985.

EAGLE'S CREST HOMEOWNERS ASSOCIATION, INC.

By: Judith M. Palmer  
Judith M. Palmer, Secretary

850088299

CROSS REFERENCE

880106616

500

RESOLUTION OF THE BOARD OF DIRECTORS OF  
EAGLE'S CREST HOMEOWNERS ASSOCIATION, INC.  
PROPOSING AN AMENDMENT TO THE BY-LAWS  
OF EAGLE'S CREST HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the undersigned are all of the Board of Directors of Eagle's Crest Homeowners Association, Inc.; and

WHEREAS, the Amendment of the By-Law for Eagle's Crest Homeowners Association, Inc., requires the affirmative vote of not less than seventy-five (75%) in the aggregate of the percentage ownership;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of Eagle's Crest Homeowners Association, Inc., that the Board submit to the membership of the Association for their vote the following proposed Amendment to the By-Laws of Eagle's Crest Homeowners Association, Inc.:

1. That Article II, Section 6, Paragraph (c) of the By-Laws, which By-Law was heretofore recorded in the office of the Recorder of Marion County as Instrument Number 83-16378, be amended to read as follows:

(c) Quorum and Adjournments. The presence in person or by proxy of the Voting Members representing ten percent (10%) of the Voting Members shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meetings. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting, even though less than a quorum is present.

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BETH BLANCHIN  
MARION COUNTY RECORDER

The above stated proposal to amend the By-Laws of Eagle's Crest Homeowners Association, Inc., is a true copy of the Resolution adopted at a meeting of the Board of Directors of Eagle's Crest Homeowners Association, Inc., held on the 20th day of April, 1988 as the same appears in minutes of said Board.

CHICAGO TITLE

WAYNE TOWNSHIP  
ASSESSOR  
PLAT APPROVED  
Date: Oct 19, 1988  
By: [Signature]  
MILLIP D. HINKLE  
ASSESSOR

[Signature] Judy Palmer  
Director

[Signature] Jeff Trayer  
Director

Director

THIS INSTRUMENT PREPARED BY

[Signature]

CROSS REFERENCE

900026550

AMENDMENT TO THE BY-LAWS OF EAGLE'S  
CREST HOMEOWNERS ASSOCIATION, INC.

CROSS REFERENCE  
40/3

THIS AMENDMENT to the By-Laws of Eagle's Crest Homeowners Association, Inc., an Indiana not-for-profit corporation (hereinafter referred to as the "Association"), adopted this 21<sup>st</sup> day of January, <sup>1990</sup>~~1989~~,

WITNESSETH THAT:

WHEREAS, the Association desires to amend the By-Laws of Eagle's Crest Homeowners Association, Inc., which By-Laws were originally recorded on March 14, 1983, as Instrument Number 83-16378 in the Office of the Recorder of Marion County, Indiana, and were later amended by a certain Amendment dated July 19, 1983 recorded on July 21, 1983 as Instrument Number 83-50936 in the Office of the Recorder of Marion County, Indiana, and thereafter amended by a certain Amendment dated October 5, 1985 and recorded on October 9, 1985 as Instrument Number 85-88299 in the Office of the Recorder of Marion County, Indiana; and

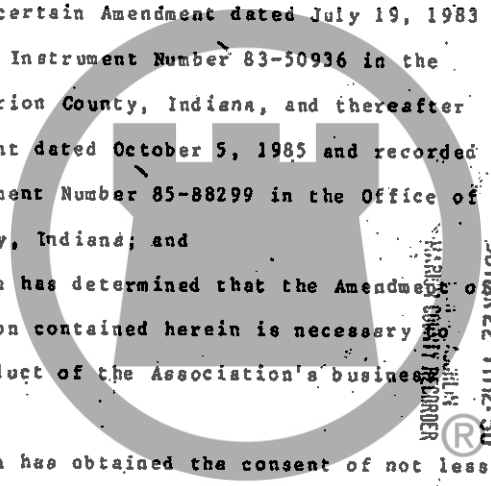
WHEREAS, the Association has determined that the Amendment to the By-Laws of the Association contained herein is necessary to allow the more efficient conduct of the Association's business affairs; and

WHEREAS, the Association has obtained the consent of not less than seventy-five percent (75%) of the total vote of the owners of lots located within the properties as described in the Declaration, for the Amendment contained herein, as is shown by the Certification of the Secretary of the Association which is attached hereto as Exhibit "A".

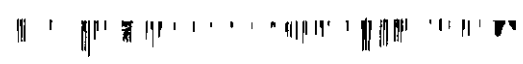
NOW, THEREFORE, the By-Laws of Eagle's Crest Homeowners Association, Inc. hereinbefore described shall be and hereby are amended as follows:

1. Article II, Section 6(C) in its present form is hereby deleted and in lieu thereof, Article II, Section 6(C) shall read as follows:

(C) QUORUM AND ADJOURNMENTS. The presence in person or by proxy of Voting Members representing ten percent



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MARION COUNTY RECORDER



(10%) of the total votes shall constitute a quorum.

Otherwise unless expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of a majority of the total Voting Members present at such meetings. Any meeting of the Voting Members, including both annual and special meetings and any adjournments hereof, may be adjourned to a later date without notice other than announcement at the meeting, even though less than a quorum is present.

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first written above.

EAGLE'S CREST HOMEOWNERS ASSOCIATION, INC.

By: Judith M. Palmer  
Judith M. Palmer, President

ATTEST:

Beth A. Thieling  
Beth A. Thieling, Secretary,  
Eagle's Crest Homeowners  
Association, Inc.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, Notary Public in and for said County and State, personally appeared Judith M. Palmer and Beth A. Thieling, the President and Secretary of Eagle's Crest Homeowners Association, Inc., an Indiana not-for-profit corporation, each of whom, after having been duly sworn, acknowledged the execution of the foregoing for and on behalf of said corporation.

My Commission Expires: 12-17-93

Signed Marilyn E. Spears  
Printed MARILYN E. SPEARS

Resident of MARION County, Indiana

This Instrument Prepared By Sam Stoehr, Attorney at Law.

900026550

CERTIFICATION BY CORPORATE SECRETARY

I, Beth A. Thielking, do hereby certify as follows:

1. That I am the duly elected Secretary of Eagle's Crest Homeowners Association, Inc., an Indiana not-for-profit corporation.
2. That on April 20, 1988 the Board of Directors of Eagle's Crest Homeowners Association resolved that the foregoing Amendment to the By-Laws of Eagle's Crest Homeowners Association be submitted to the Association's membership for approval.
3. That thereafter, at a meeting of the members duly called for said purposes, the foregoing Amendment to the By-Laws of the Association was presented to the membership for approval thereof.
4. That upon a call of the homeowners present and inspection of the proxies, a quorum was found to be present.
5. That the following Resolution of the Board of Directors of Eagle's Crest Homeowners Association, Inc. was put before the membership for a vote:

BE IT RESOLVED, that the By-Laws of Eagle's Crest Homeowners Association, Inc., Article II, Section 6(C) in its present form is hereby deleted and in lieu thereof Article II, Section 6(C) shall read as follows:

(C) QUORUM AND ADJOURNMENTS. The presence in person or by proxy of Voting Members representing ten percent (10%) of the total votes shall constitute a quorum. Otherwise unless expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of a majority of the total Voting Members present at such meetings. Any meeting of the Voting Members, including both annual and special meetings and any adjournments thereof, may be adjourned to a later date without notice other than announcement at the meeting, even though less than a quorum is present.

6. That upon motion duly made and carried by an affirmative vote of 45 units, which number of affirmative votes constitutes at least 75% of the total vote, the aforesaid Resolution was adopted.

IN WITNESS WHEREOF, I have hereunto subscribed my name on the 21<sup>st</sup> day of February, <sup>1990</sup> 1989.

Beth A. Thielking  
Beth A. Thielking, Secretary,  
Eagle's Crest Homeowners  
Association, Inc.

OVERSIZE PAGE(S)

SEE PLAT DRAWER

7

**AMENDMENT TO DECLARATION AND BY-LAWS  
OF EAGLE'S CREST HORIZONTAL PROPERTY REGIME**

THIS AMENDMENT, made as of this 18th day of November, 1993, witnesses the following:

WHEREAS, the Declaration and By-Laws Establishing a Plan for Condominium Ownership for Eagle's Crest Horizontal Property Regime ("Declaration") was executed on March 11, 1983 and recorded on March 14, 1983 as Instrument Number 83-16378 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Declaration created an expandable horizontal property regime known as Eagle's Crest to which additional real estate was annexed through amendments and/or supplements to the Declaration which were recorded in the Office of the Recorder of Marion County; and

WHEREAS, attached to the Declaration as Exhibit "C" was the Code of By-Laws of Eagle's Crest Condominium Owners' Association, Inc. ("By-Laws"), said association being later incorporated as Eagle's Crest Homeowners Association, Inc.; and

WHEREAS, the Declaration stated that the Carports (as such term is defined in the Declaration) were designated on the Plans filed with the Recorder's Office. However, said Plans failed to designate any Carports; and

WHEREAS, in accordance with the provisions of Paragraph 8 of Article XI of the Declaration, the Owners (as such term is defined in the Declaration) representing more than seventy-five percent (75%) of the total Percentage Vote have approved certain amendments to the Declaration and By-Laws as set forth below at the Annual Meeting of the Association held on November 2, 1993, and have authorized the President and Secretary of the Association to execute and record this Amendment.

NOW, THEREFORE, the Declaration and the By-Laws are hereby amended as follows:

1. Paragraph (h) of Article I of the Declaration is hereby amended in its entirety as follows:

(h) "Carports" means that portion of the Limited Common Areas and Facilities as described on Exhibit "D" attached hereto. In the event additional Carports are constructed upon the Property, the Board of Directors shall cause to be recorded a revised Exhibit "D" without the consent of the Owners.

12/16/93 11:28AM JOAN K. ROBERTS MARION CTY RECORDER ROC 32.50 PAGES: 7

Inst # 1993-0192239

2. Paragraph 3(c) of Article IV of the Declaration shall be amended in its entirety as follows:

(c) Carpports. In the event that Carpports are now or hereafter constructed upon the Property, the Carpports shall be Limited Common Areas and Facilities. Each Owner who has a Carport Right or Rights shall have the right and easement to the exclusive use of the Carport or Carpports which serve his Condominium Unit. The Carpports shall be used and operated in such manner and subject to such rules and regulations as the Board may prescribe from time to time consistent with the terms of this Declaration. The Board of Directors shall have the power, but not the obligation, to cause to be constructed additional Carpports upon any areas currently designated in the Plans as parking spaces, upon such terms and conditions deemed appropriate or necessary by the Board of Directors.

3. Paragraph 6 of Article IV of the declaration shall be amended in its entirety as follows:

6. Carpports; Carport Rights; Parking Areas. Attached hereto as Exhibit "E" is a designation of the Carpports now existing and the respective owner of the Carport Right for each Carport. Carport Rights shall be limited for the use of the Owner of the Condominium Unit to whom it has been conveyed as reflected on Exhibit "E" and each such Carport Right shall pass with the title to such Condominium Unit even though not expressly mentioned in the deed for such Condominium Unit. The Association shall maintain a record of which Condominium Units have Carport Rights assigned to them. In the event additional carports are constructed upon the Real Estate, the Board of Directors shall cause to be recorded a revised Exhibit "E" without the consent of the Owners. An Owner whose Condominium Unit has a Carport Right may (but only with the written consent of his first mortgagee, if any) transfer the Carport Right to another Condominium Unit, in which case the Carport Right shall run with the title to the Condominium Unit to which it was transferred. The transfer of a Carport Right shall be made by recording an appropriate document evidencing the transfer with the Marion County Recorder's Office and by filing a copy of that document with the Association. Upon the recording of such document, the Association shall change its records to show that the Carport Right is assigned to the transferee's Condominium Unit. Neither the initial assignment nor the subsequent transfer of a Carport Right shall effect the undivided Percentage Interest in the Common Areas and Facilities and Limited Common Areas and Facilities of any Condominium Unit. Subject to such

reasonable rules and regulations as shall be promulgated by the Board, an Owner may lease his Carport Right to the occupant of any Condominium Unit upon such terms as the lessor shall deem advisable.

Although the Percentage Interest of any Owner having a Carport Right will not change as a result of such Carport Right, such Owner shall have an additional amount added to his or her assessment for maintenance and repair costs of the Common Areas and Limited Common Areas. The Board shall determine the amount of assessment to be added, which additional assessment shall be equal for equivalent Carports. Such additional assessment shall be as more fully described in Article VII, Section 7 of the By-Laws. In addition, the real estate taxes assessed and payable for each Carport shall be assessed to the Owner of the applicable Carport Right.

Any portion of the Property allocated to parking purposes other than a Carport shall be part of the Common Areas and Facilities and shall be subject to the reasonable rules and regulations of the Board, including provisions concerning enforcement.

4. Article VII of the By-Laws shall be amended by the addition of the following two new sections:

Section 7. Additional Assessments. In conjunction with the preparation of the estimated budget as set forth in Section 1 above, the Board shall estimate the total amount necessary to pay for all repairs, maintenance, capital reserves and other costs or expenses in connection with the Carports. Such amounts shall then be assessed among the Owners of Carport Rights either upon an equivalent basis or upon some other equitable basis as determined by the Board in the same manner as the assessment set forth in Section 1 and this additional assessment shall become a part of the assessment to be made and collected pursuant to this Article VII. The Owner of a Carport Right shall be given notice of this additional assessment at the same time and in the same manner as notice is given of the regular assessment set forth in Section 1 above.

Section 8. Special Assessments. From time to time, expenses of maintaining, repairing or replacing the Common Areas and Facilities of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws, the Declaration or the Act, the Board shall have the full right, power and authority to make special assessments up



to \$500 per year per Condominium Unit which, upon resolution of the Board, shall become a lien on each Condominium Unit, prorated in accordance with the Percentage Interest of each Condominium Unit ("Special Assessment") or in the event the Special Assessment relates only to Carports, then prorated among those Condominium Unit Owners owning Carport Rights. Any such Special Assessments exceeding \$500 per year per Condominium Unit shall require the consent of a majority of the total Percentage Vote at a Special Meeting of the Co-Owners duly called for such purpose. Without limiting the generality of the foregoing, Special Assessments may be made by the Board from time to time to pay for Capital Expenditures, to pay for the costs of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient under the circumstances described in the Declaration. Special Assessments shall be payable according to the terms established by the Board of Directors, but in no event shall Special Assessments be paid by any Owner over a period of more than twelve (12) consecutive months after the date the Special Assessment was levied.

5. Definitions. The definitions of terms defined in the Declaration or By-Laws as used herein shall be applicable, unless otherwise expressly defined herein.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Condominium Unit shall constitute a ratification of this Amendment, together with the Declaration (including all supplements and amendments thereto), the By-Laws and all amendments thereto, and any rules or regulations adopted pursuant thereto, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

7. Certification. The undersigned persons hereby represent and certify that all requirements for and all conditions precedent to the amendment of the Declaration and By-Laws as contained herein have been fulfilled and satisfied.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

Eagle's Crest Homeowners Association, Inc.

Judith M. Palmer  
Judy Palmer, President

Attest:

Connie S. Breedlove  
Secretary

STATE OF INDIANA }  
COUNTY OF } ss:

Before me a Notary Public in and for said County and State, personally appeared Judith M. Palmer and Connie S. Breedlove the President and Secretary, respectively of Eagle's Crest Homeowners Association, Inc., who acknowledged execution of the foregoing Amendment to Declaration and By-Laws of Eagle's Crest Horizontal Property Regime for and on behalf of said Association, and who, having been duly sworn, stated that the representations contained herein are.

Witness my hand and Notarial Seal this 18th day of November, 1993.

Cheryl A. Courtney  
Notary Public  
CHERYL A. COURTNEY

My Commission Expires:

MARCH 12, 1996

Residence County: Marion®

# CHICAGO TITLE

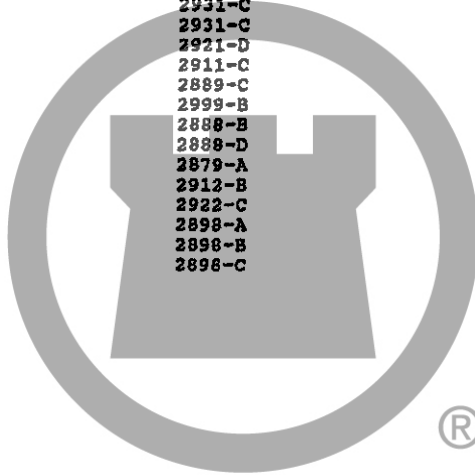
This instrument was prepared by and should be returned to P. Thomas Murray, Jr., LEWIS & KAPPES, 1210 One American Square, Indianapolis, IN 46282.

1st.ind.00

EXHIBIT "B"

<u>Carports</u>	<u>Unit</u>
1	2991-B
2	2991-B
3	2981-D
4	2947-B
5	2971-B
6A	2967-C
6B	2932-C
7	2957-C
8	2931-C
9	2931-C
10	2921-D
11	2911-C
12	2889-C
13	2999-B
14	2888-B
15	2888-D
16	2879-A
17	2912-B
18	2922-C
19	2898-A
20	2898-B
21	2898-C

cajkrna.ccb



CHICAGO TITLE

ORIGINAL PAGE(S) #1993-0192239  
FLAT DRAWER

7

**CORRECTIVE AMENDMENT TO DECLARATION AND BY-LAWS  
OF EAGLE'S CREST HORIZONTAL PROPERTY REGIME  
TO REVISE EXHIBITS D & E**

THIS AMENDMENT, made as of this 18th day of November, 1993, witnesses the following:

WHEREAS, the Declaration and By-Laws Establishing a Plan for Condominium Ownership for Eagle's Crest Horizontal Property Regime ("Declaration") was executed on March 11, 1983 and recorded on March 14, 1983 as Instrument Number 83-16378 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Declaration created an expandable horizontal property regime known as Eagle's Crest to which additional real estate was annexed through amendments and/or supplements to the Declaration which were recorded in the Office of the Recorder of Marion County; and

WHEREAS, attached to the Declaration as Exhibit "C" was the Code of By-Laws of Eagle's Crest Condominium Owners' Association, Inc. ("By-Laws"), said association being later incorporated as Eagle's Crest Homeowners Association, Inc.; and

WHEREAS, the Declaration stated that the Carports (as such term is defined in the Declaration) were designated on the Plans filed with the Recorder's Office. However, said Plans failed to designate any Carports; and

WHEREAS, in accordance with the provisions of Paragraph 8 of Article XI of the Declaration, the Owners (as such term is defined in the Declaration) representing more than seventy-five percent (75%) of the total Percentage Vote have approved certain amendments to the Declaration and By-Laws as set forth below at the Annual Meeting of the Association held on November 2, 1993, and have authorized the President and Secretary of the Association to execute and record this Amendment.

NOW, THEREFORE, the Declaration and the By-Laws are hereby amended as follows:

1. Paragraph (h) of Article I of the Declaration is hereby amended in its entirety as follows:

(h) "Carports" means that portion of the Limited Common Areas and Facilities as described on Exhibit "D" attached hereto. In the event additional Carports are constructed upon the Property, the Board of Directors shall cause to be recorded a revised Exhibit "D" without the consent of the Owners.

Legal Description Illegible  
At Time Of Recording.

MCR

#1993-0192259

05/17/94 12:57PM JAMM H. ROBERTS MARION COY RECORDER CS 33.00 PAGES: 7  
Inst # 1994-0078470

2. Paragraph 3(c) of Article IV of the Declaration shall be amended in its entirety as follows:

(c) Carpports. In the event that Carpports are now or hereafter constructed upon the Property, the Carpports shall be Limited Common Areas and Facilities. Each Owner who has a Carport Right or Rights shall have the right and easement to the exclusive use of the Carport or Carpports which serve his Condominium Unit. The Carpports shall be used and operated in such manner and subject to such rules and regulations as the Board may prescribe from time to time consistent with the terms of this Declaration. The Board of Directors shall have the power, but not the obligation, to cause to be constructed additional Carpports upon any areas currently designated in the Plans as parking spaces, upon such terms and conditions deemed appropriate or necessary by the Board of Directors.

3. Paragraph 6 of Article IV of the declaration shall be amended in its entirety as follows:

6. Carpports; Carport Rights; Parking Areas. Attached hereto as Exhibit "E" is a designation of the Carpports now existing and the respective owner of the Carport Right for each Carport. Carport Rights shall be limited for the use of the Owner of the Condominium Unit to whom it has been conveyed as reflected on Exhibit "E" and each such Carport Right shall pass with the title to such Condominium Unit even though not expressly mentioned in the deed for such Condominium Unit. The Association shall maintain a record of which Condominium Units have Carport Rights assigned to them. In the event additional carpports are constructed upon the Real Estate, the Board of Directors shall cause to be recorded a revised Exhibit "E" without the consent of the Owners. An Owner whose Condominium Unit has a Carport Right may (but only with the written consent of his first mortgagee, if any) transfer the Carport Right to another Condominium Unit, in which case the Carport Right shall run with the title to the Condominium Unit to which it was transferred. The transfer of a Carport Right shall be made by recording an appropriate document evidencing the transfer with the Marion County Recorder's Office and by filing a copy of that document with the Association. Upon the recording of such document, the Association shall change its records to show that the Carport Right is assigned to the transferee's Condominium Unit. Neither the initial assignment nor the subsequent transfer of a Carport Right shall effect the undivided Percentage Interest in the Common Areas and Facilities and Limited Common Areas and Facilities of any Condominium Unit. Subject to such

reasonable rules and regulations as shall be promulgated by the Board, an Owner may lease his Carport Right to the occupant of any Condominium Unit upon such terms as the lessor shall deem advisable.

Although the Percentage Interest of any Owner having a Carport Right will not change as a result of such Carport Right, such Owner shall have an additional amount added to his or her assessment for maintenance and repair costs of the Common Areas and Limited Common Areas. The Board shall determine the amount of assessment to be added, which additional assessment shall be equal for equivalent Carports. Such additional assessment shall be as more fully described in Article VII, Section 7 of the By-laws. In addition, the real estate taxes assessed and payable for each Carport shall be assessed to the Owner of the applicable Carport Right.

Any portion of the Property allocated to parking purposes other than a Carport shall be part of the Common Areas and Facilities and shall be subject to the reasonable rules and regulations of the Board, including provisions concerning enforcement.

4. Article VII of the By-Laws shall be amended by the addition of the following two new sections:

Section 7. Additional Assessments. In conjunction with the preparation of the estimated budget as set forth in Section 1 above, the Board shall estimate the total amount necessary to pay for all repairs, maintenance, capital reserves and other costs or expenses in connection with the Carports. Such amounts shall then be assessed among the Owners of Carport Rights either upon an equivalent basis or upon some other equitable basis as determined by the Board in the same manner as the assessment set forth in Section 1 and this additional assessment shall become a part of the assessment to be made and collected pursuant to this Article VII. The Owner of a Carport Right shall be given notice of this additional assessment at the same time and in the same manner as notice is given of the regular assessment set forth in Section 1 above.

Section 8. Special Assessments. From time to time, expenses of maintaining, repairing or replacing the Common Areas and Facilities of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws, the Declaration or the Act, the Board shall have the full right, power and authority to make special assessments up

to \$500 per year per Condominium Unit which, upon resolution of the Board, shall become a lien on each Condominium Unit, prorated in accordance with the Percentage Interest of each Condominium Unit ("Special Assessment") or in the event the Special Assessment relates only to Carports, then prorated among those Condominium Unit Owners owning Carport Rights. Any such Special Assessments exceeding \$500 per year per Condominium Unit shall require the consent of a majority of the total Percentage Vote at a Special Meeting of the Co-Owners duly called for such purpose. Without limiting the generality of the foregoing, Special Assessments may be made by the Board from time to time to pay for Capital Expenditures, to pay for the costs of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient under the circumstances described in the Declaration. Special Assessments shall be payable according to the terms established by the Board of Directors, but in no event shall Special Assessments be paid by any Owner over a period of more than twelve (12) consecutive months after the date the Special Assessment was levied.

5. Definitions. The definitions of terms defined in the Declaration or By-Laws as used herein shall be applicable, unless otherwise expressly defined herein.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any one Condominium Unit shall constitute a ratification of this Amendment, together with the Declaration (including all supplements and amendments thereto), the By-Laws and all amendments thereto, and any rules or regulations adopted pursuant thereto, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

7. Certification. The undersigned persons hereby represent and certify that all requirements for and all conditions precedent to the amendment of the Declaration and By-Laws as contained herein have been fulfilled and satisfied.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

Attest:

Connie S. Bredlove  
Connie S. Bredlove Secretary

Judith M. Palmer  
~~Judy Palmer~~, President  
JUDITH M. PALMER  
PRESIDENT  
EAGLES CREST  
HOMEOWNERS ASSOC.

STATE OF INDIANA )  
                          ) ss:  
COUNTY OF            )

Before me a Notary Public in, and for said County and State, personally appeared Judith M. Palmer and Connie S. Bredlove the President and Secretary, respectively of Eagles Crest Homeowners Association, Inc., who acknowledged execution of the foregoing Amendment to Declaration and By-Laws of Eagle's Crest Horizontal Property Regime for and on behalf of said Association, and who, having been duly sworn, stated that the representations contained herein are.

Witness my hand and Notarial Seal this 18th day of November, 1993.

Cheryl A. Courtney  
Notary Public  
Cheryl A. Courtney®

My Commission Expires:

MARCH 12, 1996

Residence County: Martin

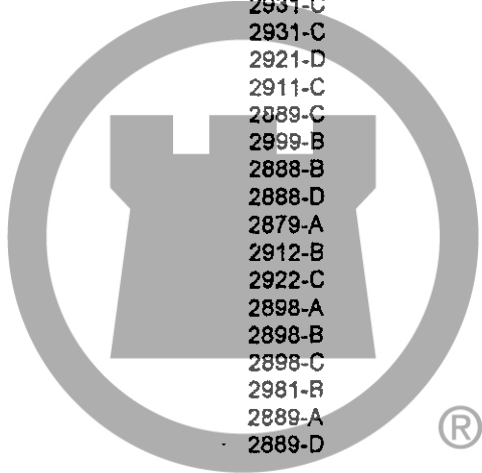
# CHICAGO TITLE

This instrument was prepared by and should be returned to P. Thomas Murray, Jr., LEWIS & KAPPEL, 1210 One American Square, Indianapolis, IN 46282.



EXHIBIT "E"

<u>Carpports</u>	<u>Unit</u>
1	2991-B
2	2991-B
3	2981-D
4	2947-B
5	2971-B
6A	2967-C
6B	2932-C
7	2957-C
8	2931-C
9	2931-C
10	2921-D
11	2911-C
12	2889-C
13	2999-B
14	2888-B
15	2888-D
16	2879-A
17	2912-B
18	2922-C
19	2898-A
20	2898-B
21	2898-C
22	2981-B
23	2889-A
24	2889-D



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CHICAGO TITLE

Ditly - see page 2

#1993-0192239

9

This document is being re-recorded to revise exhibit E attached

43 FILED

**CORRECTIVE AMENDMENT TO DECLARATION AND BY-LAWS OF EAGLE'S CREST HORIZONTAL PROPERTY REGIME TO REVISE EXHIBITS D & E** JUN 22 2001

THIS AMENDMENT, made as of this 18th day of ~~November~~ <sup>November</sup> 1993, witnesses the following:

WHEREAS, the Declaration and By-Laws Establishing a Plan for Condominium Ownership for Eagle's Crest Horizontal Property Regime ("Declaration") was executed on March 11, 1983 and recorded on March 14, 1983 as Instrument Number 83-16378 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Declaration created an expandable horizontal property regime known as Eagle's Crest to which additional real estate was annexed through amendments and/or supplements to the Declaration which were recorded in the Office of the Recorder of Marion County; and

WHEREAS, attached to the Declaration as Exhibit "C" was the Code of By-Laws of Eagle's Crest Condominium Owners' Association, Inc. ("By-Laws"), said association being later incorporated as Eagle's Crest Homeowners Association, Inc.; and

WHEREAS, the Declaration stated that the Carports (as such term is defined in the Declaration) were designated on the Plans filed with the Recorder's Office. However, said Plans failed to designate any Carports; and

WHEREAS, in accordance with the provisions of Paragraph 8 of Article XI of the Declaration, the Owners (as such term is defined in the Declaration) representing more than seventy-five percent (75%) of the total Percentage Vote have approved certain amendments to the Declaration and By-Laws as set forth below at the Annual Meeting of the Association held on November 2, 1993, and have authorized the President and Secretary of the Association to execute and record this Amendment.

NOW, THEREFORE, the Declaration and the By-Laws are hereby amended as follows:

1. Paragraph (h) of Article I of the Declaration is hereby amended in its entirety as follows:

(h) "Carports" means that portion of the Limited Common Areas and Facilities as described on Exhibit "D" attached hereto. In the event additional Carports are constructed upon the Property, the Board of Directors shall cause to be recorded a revised Exhibit "D" without the consent of the Owners.

94 MAY 17 PM 12:59  
06/26/01 11:13AM MANDA MARTIN MARION CTY RECORDER  
Inst # 2001-0108452  
76  
JUN 22 10  
MARTHA A. WORMACKS  
RECORDING DEPARTMENT  
GAN 35.00 PAGES: 9

#1993-0192239

2. Paragraph 3(c) of Article IV of the Declaration shall be amended in its entirety as follows:

(c) Carpports. In the event that Carpports are now or hereafter constructed upon the Property, the Carpports shall be Limited Common Areas and Facilities. Each Owner who has a Carport Right or Rights shall have the right and easement to the exclusive use of the Carport or Carpports which serve his Condominium Unit. The Carpports shall be used and operated in such manner and subject to such rules and regulations as the Board may prescribe from time to time consistent with the terms of this Declaration. The Board of Directors shall have the power, but not the obligation, to cause to be constructed additional Carpports upon any areas currently designated in the Plans as parking spaces, upon such terms and conditions deemed appropriate or necessary by the Board of Directors.

3. Paragraph 6 of Article IV of the declaration shall be amended in its entirety as follows:

6. Carpports; Carport Rights; Parking Areas. Attached hereto as Exhibit "E" is a designation of the Carpports now existing and the respective owner of the Carport Right for each Carport. Carport Rights shall be limited for the use of the Owner of the Condominium Unit to whom it has been conveyed as reflected on Exhibit "E" and each such Carport Right shall pass with the title to such Condominium Unit even though not expressly mentioned in the deed for such Condominium Unit. The Association shall maintain a record of which Condominium Units have Carport Rights assigned to them. In the event additional carpports are constructed upon the Real Estate, the Board of Directors shall cause to be recorded a revised Exhibit "E" without the consent of the Owners. An Owner whose Condominium Unit has a Carport Right may (but only with the written consent of his first mortgagee, if any) transfer the Carport Right to another Condominium Unit, in which case the Carport Right shall run with the title to the Condominium Unit to which it was transferred. The transfer of a Carport Right shall be made by recording an appropriate document evidencing the transfer with the Marion County Recorder's Office and by filing a copy of that document with the Association. Upon the recording of such document, the Association shall change its records to show that the Carport Right is assigned to the transferee's Condominium Unit. Neither the initial assignment nor the subsequent transfer of a Carport Right shall effect the undivided Percentage Interest in the Common Areas and Facilities and Limited Common Areas and Facilities of any Condominium Unit. Subject to such

reasonable rules and regulations as shall be promulgated by the Board, an Owner may lease his Carport Right to the occupant of any Condominium Unit upon such terms as the lessor shall deem advisable.

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4. Article VII of the By-Laws shall be amended by the addition of the following two new sections:

Section 7. Additional Assessments. In conjunction with the preparation of the estimated budget as set forth in Section 1 above, the Board shall estimate the total amount necessary to pay for all repairs, maintenance, capital reserves and other costs or expenses in connection with the Carports. Such amounts shall then be assessed among the Owners of Carport Rights either upon an equivalent basis or upon some other equitable basis as determined by the Board in the same manner as the assessment set forth in Section 1 and this additional assessment shall become a part of the assessment to be made and collected pursuant to this Article VII. The Owner of a Carport Right shall be given notice of this additional assessment at the same time and in the same manner as notice is given of the regular assessment set forth in Section 1 above.

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to \$500 per year per Condominium Unit which, upon resolution of the Board, shall become a lien on each Condominium Unit, prorated in accordance with the Percentage Interest of each Condominium Unit ("Special Assessment") or in the event the Special Assessment relates only to Carports, then prorated among those Condominium Unit Owners owning Carport Rights. Any such Special Assessments exceeding \$500 per year per Condominium Unit shall require the consent of a majority of the total Percentage Vote at a Special Meeting of the Co-Owners duly called for such purpose. Without limiting the generality of the foregoing, Special Assessments may be made by the Board from time to time to pay for Capital Expenditures, to pay for the costs of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient under the circumstances described in the Declaration. Special Assessments shall be payable according to the terms established by the Board of Directors, but in no event shall Special Assessments be paid by any Owner over a period of more than twelve (12) consecutive months after the date the Special Assessment was levied.

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7. Certification. The undersigned persons hereby represent and certify that all requirements for and all conditions precedent to the amendment of the Declaration and By-Laws as contained herein have been fulfilled and satisfied.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

Judith M. Palmer  
Judy Palmer, President

Attest:

Connie S. Breedlove  
Secretary

Judith M. Palmer,  
Eagle's Crest Homeowners  
Association, INC

STATE OF INDIANA )  
                          ) ss:  
COUNTY OF            )

Before me a Notary Public in and for said County and State, personally appeared Judith M. Palmer and Connie S. Breedlove the President and Secretary, respectively of Eagles Crest Homeowners Association, Inc., who acknowledged execution of the foregoing Amendment to Declaration and By-Laws of Eagle's Crest Horizontal Property Regime for and on behalf of said Association, and who, having been duly sworn, stated that the representations contained herein are.

Witness my hand and Notarial Seal this 18<sup>th</sup> day of November, 1993.

Cheryl U. Courtney  
Notary Public

My Commission Expires:

MARCH 12, 1996

Residence County: Marion

WAYNE TOWNSHIP  
ASSESSOR  
PLAT APPROVED

Date: 6/25/2001  
By: James R. McKinley  
CHARLES R. SPEARS  
ASSESSOR

This instrument was prepared by and should be returned to P. Thomas Murray, Jr., LEWIS & KAPPES, 1210 One American Square, Indianapolis, IN 46282.

lstand.cc



EXHIBIT "E"

Carpports

Unit

1	2991-B
2	2991-A
3	2981-D
4	2947-B
5	2971-B
6A	2967-C
6B	2932-C
7	2957-C
8	2931-C
9	2931-C
10	2921-D
11	2911-C
12	2889-C
13	2999-B
14	2888-B
15	2888-D
16	2879-A
17	2912-B
18	2922-C
19	2898-A
20	2898-B
21	2898-C
22	2981-B
23	2889-A
24	2889-D



15631.d1/1

CHICAGO TITLE



**SCHEDULE C**

**Commitment No. : T0104-41740**

**Owners Policy No.:**

**Loan Policy No. :**

**The land referred to in this commitment/policy is situated in the State of Indiana, County of Marion and is described as follows:**

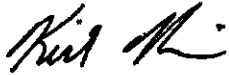
Eagle's Crest Cond. HPR, Phase III, Building 1, Unit 2991B, together with 1.66 % interest in Common Area, Parcel No. 9048406; Unit Number 2991B ("Condominium Unit") in Eagle Crest Horizontal Property Regime, as per Amended Declaration recorded November 18, 1983, as Instrument Number 83-85106, as established by Declaration recorded March 14, 1983, as Instrument Number 83-16378, in the Office of the Recorder of Marion County, Indiana, together with an undivided percentage interest in common areas and facilities as set out in said Declaration and subsequent Amendments thereto.



**CHICAGO TITLE**

To whom it may concern,

Carports 1 And 2 in exhibit D were legally permitted under permit number STR93-36923 and under the address of 2981 Horseshoe Bend.



Kirt Havlin,  
Senior Development Project Manager  
DMD, Division of Permits  
6/21/2001



CHICAGO TITLE

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3  
Ew

Cross-Reference: 1983-16378

**NOTICE OF DELINQUENCY POLICY RESOLUTION FOR THE  
EAGLE'S CREST CONDOMINIUM OWNERS' ASSOCIATION, INC.**

The Board of Directors of Eagle's Crest Condominium Owners' Association, Inc. ("Association") hereby gives notice of the Delinquency Policy Resolution that the Board has adopted.

WITNESSETH:

WHEREAS, the residential condominium community in Indianapolis, Marion County, Indiana commonly known as Eagle's Crest was established upon the recording of a certain "Declaration and By-Laws Establishing a Plan for Condominium Ownership for Eagle's Crest Horizontal Property Regime" with the Office of the Marion County Recorder on March 14, 1983, as Instrument No. 1983-16378 (hereafter, "Declaration"); and

WHEREAS, pursuant to the rule making power vested in the Association's Board of Directors, the Board adopted a Delinquency Policy Resolution in December of 2008; and

NOW, THEREFORE, the undersigned officers of the Association's Board of Directors give notice of the following:

1. That the Association's Board of Directors has adopted a Delinquency Policy Resolution applicable to Eagle's Crest, a true and accurate copy of which is attached hereto and is incorporated herein.

2. That said Delinquency Policy Resolution was adopted by the Association's Board of Directors in December 2008, and is binding upon all owners within Eagle's Crest.

Dated this 26th day of February, 2009.

Eagle's Crest Condominium Owners' Association, Inc., by:

Bonita R Veach  
Bonita Veach, President

Attest:

Leslie A Cutshaw  
Leslie Cutshaw, Secretary

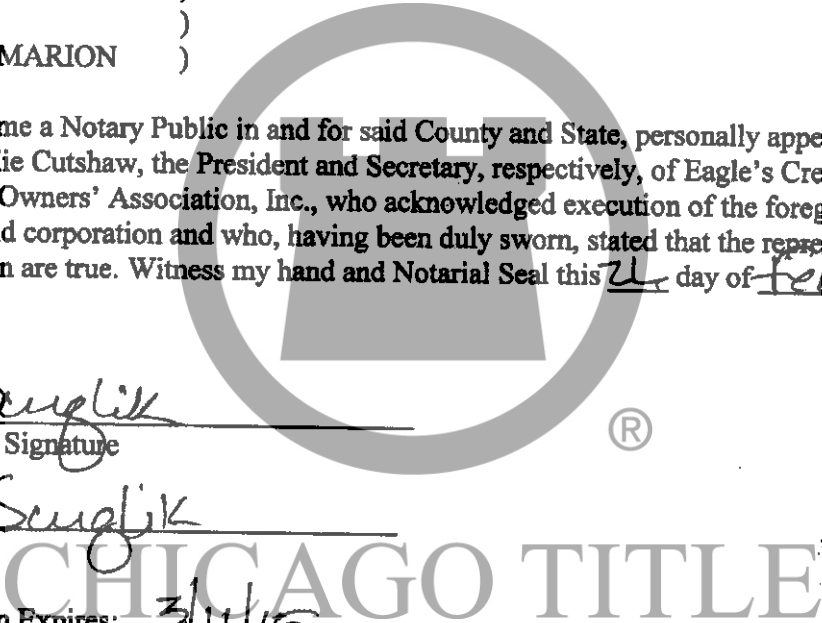
STATE OF INDIANA     )  
  )  
COUNTY OF MARION    )

Before me a Notary Public in and for said County and State, personally appeared Bonita Veach and Leslie Cutshaw, the President and Secretary, respectively, of Eagle's Crest Condominium Owners' Association, Inc., who acknowledged execution of the foregoing for and on behalf of said corporation and who, having been duly sworn, stated that the representations contained herein are true. Witness my hand and Notarial Seal this 24 day of February, 2009.

Vicki Scuglik  
Notary Public - Signature

Vicki Scuglik  
Printed

My Commission Expires: 3/11/15  
Residence County: Hamilton



"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. Telephone (317) 536-2565.

**EAGLE'S CREST CONDOMINIUM OWNERS' ASSOCIATION, INC.  
DELINQUENCY POLICY RESOLUTION**

WHEREAS, the Eagle's Crest Condominium Owners' Association, Inc. ("Association") is responsible for the maintenance, improvement, repair, and operation of the residential condominium community in Marion County, Indiana known as Eagle's Crest, including, but not limited to, the payment of insurance thereon and the cost of labor, equipment, material furnished with respect to the common areas; and

WHEREAS, by purchasing a home within the community, each owner covenanted and agreed to pay assessments to the Association for their pro rata share of the Association's common expenses; and

WHEREAS, there is a need to clarify and ratify orderly procedures now and previously in effect for the collection of assessments which remain unpaid past their due date since delinquent assessments pose a serious financial and administrative burden on the Association.

NOW, THEREFORE, BE IT RESOLVED that the duly elected Directors of the Association have adopted the following procedures, rules and regulations for the collection of assessments:

1. Assessments are due and payable in advance for each fiscal year on a monthly basis, with the due dates being the 1st day of January and of each month thereafter. Collections shall be handled by the Association's property management company.
2. To be deemed timely, payments must be received (not just postmarked) by the due date at the office or P.O. Box of the Association c/o the management company.
3. Any payment or installment not received (not just postmarked) by the 15<sup>th</sup> day of the month shall result in a late charge of \$25.00 being added to the delinquent owner's account for which the owner is responsible, which shall be deemed a part of the indebtedness to the Association.
4. A late notice shall be mailed by the property management company to owners who have not paid on or after the 20<sup>th</sup> day after the applicable due date, giving the owner 30 days to pay the account in full after the date of the late notice. This late notice shall advise the owner that unless payment in full is received within 30 days of such notice, the matter may be referred to the Association's attorney at which time the owner will be responsible for all attorneys fees, expenses, and court costs. All of the Association's collection costs and expenses incurred will be added to the account and shall be deemed to be a part of the indebtedness owed to the Association.
5. If an owner is still delinquent more than 30 days after the date of the late notice, the matter may be turned over to the Association's attorney with instructions to pursue the collection thereof in the manner recommended by the Association's attorney. Thereafter, all communications by the delinquent owner must be directed to the attorney.
6. Any payments received at any time for less than the full amount then due shall not be accepted as full payment.
7. Payments received will be applied in the following order: (1) attorneys fees, court costs and expenses incurred by the Association, (2) late charges, (3) charges incurred by the Association for "bounced" or "stopped payment" checks, then (4) outstanding assessments.